IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF MISSISSIPPI
WESTERN DIVISION

EDWARD AND DARLESE HENSLEY TAYLOR,
Plaintiffs

V. NO. 3:92CV149-B-O

STATES GENERAL LIFE INSURANCE COMPANY,
Defendants

ORDER

This cause comes before the court upon the motion of defendant States General Life Insurance Company ("States General") for summary judgment or, in the alternative, for partial summary judgment pursuant to Fed. R. Civ. P. 56. The plaintiffs have responded and the court now rules.

Facts

On or about October 6, 1989, plaintiff Edward Taylor ("Taylor") was involved in an automobile accident in which he sustained injuries. At the time of the accident, Taylor's blood alcohol level exceeded ten one-hundreds percent (.10%) by weight volume. On the date of the accident, Taylor was covered under a policy of insurance (No. 244172) issued by States General Life Insurance Company. The exclusion relied upon in denying Taylor benefits under the policy reads in relevant part:

> This policy does not cover and we shall not be liable for any loss resulting directly or indirectly from or by:
> . . . .

> Mental or nervous disorders, alcoholism or alcohol related injury or sickness, or drug addition or the use of narcotics.

The policy defines "Alcohol related Illness or Injury" as:

> (d) injuries occurring while the Covered Person is intoxicated according to the legal standard of the state in which the injury occurs.

The presence of ten one-hundreds percent (.10%) or more by weight volume of alcohol in a person's blood is legal intoxication in the State of Mississippi. Miss. Code Ann. §§ 63-11-23, 63-11-30 (1972). Taylor admits he was legally intoxicated pursuant to the laws of Mississippi at the time of his accident. Nonetheless, he seeks benefits under the policy despite the clear wording of the exclusion on the theory that a blow-out of his tire was the proximate cause of his accident rather than his intoxication. The position is unpersuasive.

Taylor paid premiums for insurance coverage in accord with the terms of his contract with the defendant. Assuming Taylor is correct in his contention, that fact is immaterial to the issue before the court. The wording of the policy makes no exception for lack of causation, nor will the court read into the policy such a term. See Flannaghan v. Provident Life And Accident Co., 22 F.2d 136 (4th Cir. 1927); Provident Life and Accident Co. v. Eaton, 84 F.2d 528 (4th Cir. 1336); Ludlow v. Life and Casualty Ins. Co., 217

S.W.2d 361 (Tenn. 1948). The defendant is entitled to judgment as a matter of law and the motion for summary judgment is GRANTED.

THIS, the _____ day of October, 1994.

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NEAL B. BIGGERS, JR.
UNITED STATES DISTRICT JUDGE